

U.S. Department of Justice

Washington, DC 20530

**Amendment to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

|                                     |                     |
|-------------------------------------|---------------------|
| 1. Name of Registrant               | 2. Registration No. |
| Washington Research & Analysis, LLC | 6013                |

3. This amendment is filed to accomplish the following indicated purpose or purposes:

- ☐ To give a 10-day notice of change in information as required by Section 2(b) of the Act.
- ☐ To correct a deficiency in
- ☐ Initial Statement
- ☐ Supplemental Statement for the period ending \_\_\_\_\_
- ☐ Other purpose (*specify*) \_\_\_\_\_
- ☒ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:  
See attachment.

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (*If space is insufficient, a full insert page must be used.*)

Update of contract.

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Print or type name under each signature or provide electronic signature<sup>1</sup>)

May 08, 2012

/s/ Michael Gould

eSigned

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<sup>1</sup> This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

# 6013

## SERVICE AGREEMENT

This Agreement ("Agreement"), made and entered into this 12th day of April, 2011, by and between the New York office of Japan External Trade Organization at 1221 Avenue of the Americas, New York, NY 10020-1079 ("JETRO" or "JETRO New York") and Washington Research & Analysis, LLC., with its principal offices at 1025 Connecticut Avenue, NW, Suite 1204, Washington DC 20036 ("Contractor").

### 1. Services

1.1 During the Term (as defined in section 3 below) of this Agreement, Contractor shall provide to JETRO the following services ("Services") in accordance with the terms and conditions set forth in this Agreement:

(a) obtain general and specific information and provide analysis of US trade and economic issues

(b) conduct a survey regarding US unfair trade practices

### 2. Compensation

2.1 In compensation for the Services to be provided by Contractor to JETRO, JETRO shall pay a total of \$50,400 (Fifty thousand and four hundred U.S. Dollars) ("Compensation") to Contractor in accordance with the following payment schedule.

2.1.1 \$4,200 upon execution of this Agreement; and

2.1.2 Within 30 days of the date of receipt by JETRO of an invoice to be issued on the first day of each month during the Term of this Agreement.

2.2 Compensation shall include any and all fees, charges, costs and expenses, including any applicable tax, and there shall be no additional payment obligation of JETRO to Contractor under this Agreement.

### 3. Term

3.1 The term of this Agreement shall be April 12, 2011 through March 31, 2012.

3.2 Notwithstanding the foregoing, however, JETRO may terminate this Agreement for any reason during the Term by providing at least 30 days prior written notice to the Contractor, except that JETRO may terminate this Agreement immediately in the event of the Contractor's breach of section 9 below.

3.3 The term of this Agreement may be extended by written notice.

### 4. JETRO Contact

Unless otherwise advised, all communications from Contractor to JETRO relating to this Agreement shall be directed to the following:

Mr. Akira Kajita, Executive Director, 212-997-0422  
Mr. Ryo Mizuno, Director, 212-997-0421

**5. Notices**

All notices shall be given in writing and shall be delivered or sent by courier of recognized reputation (such as Federal Express or DHL) or sent by registered mail or fully pre-paid mail, or by facsimile or e-mail (provided that a confirmation copy shall be sent by registered mail or fully pre-paid mail), addressed to the other party at its address(es) as specified below or as notified by the parties from time to time.

**To JETRO:**

Japan External Trade Organization (JETRO) New York  
1221 Avenue of the Americas, New York, NY 10020-1079  
Facsimile: 1-212-944-8808  
Attn: Mr. Akira Kajita, Executive Director, JETRO New York

**To Contractor:**

Washington Research & Analysis, LLC.  
1025 Connecticut Avenue, NW, Suite 1204, Washington, DC 20036  
Facsimile: 1-202-833-1555  
Attn: Mr. Michael Gould, President

**6. Rights**

6.1 Any report, memorandum, brochure, photographs, slides, pamphlet, recordings, audio-visual works, computer programs, and any other material of any kind and nature specifically created or developed by Contractor under this Agreement ("Work") shall be the sole property of JETRO, and JETRO will exclusively retain all right, title and interest in and to such Work.

6.2 To the extent that Work is entitled to protection under the copyright laws of the United States and anywhere in the world, JETRO and Contractor agree to the following provisions:

6.2.1 Work has been specifically ordered and commissioned by JETRO as a contribution to a collective work, a supplementary work or other category of work eligible to be treated as a "work made for hire" as defined under the United States Copyright Act.

6.2.2 Work shall be deemed a commissioned work and a work made for hire to the greatest possible extent permitted by law.

6.2.3 JETRO shall be the sole author of the Work and any work embodying the work accordingly to the United States Copyright Act.

6.2.4 To the extent that Work is deemed for any reason not to be a work made for hire, Contractor agrees to and does hereby irrevocably assign all rights, title and interest in and to such Work, including all copyright rights to JETRO.

6.2.5 The Contractor agrees to waive all moral rights relating to the Work developed or created, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modification.

## **7. Representations and Warranties**

Contractor represents and warrants that the Work the Contractor creates or prepares pursuant to this Agreement will be original, will not infringe upon the rights of any third party, and will not have been previously assigned, licensed or otherwise encumbered.

## **8. Compliance with Applicable Law**

In providing the Services under this Agreement, Contractor shall strictly adhere to any and all applicable federal and state statutes and regulations including the Foreign Agents Registration Act of 1938, as amended.

## **9. Prohibition of Use of Unauthorized Information or Material**

9.1 In providing the Services or otherwise performing the duties under this Agreement, the Contractor shall rely exclusively on publicly available or otherwise properly authorized information or sources.

9.2 JETRO prohibits and, under no circumstances, authorizes solicitation, collection, acceptance, or receipt of any and all unauthorized information or material by the Contractor in performing its duties under this Agreement.

9.3 JETRO may unilaterally terminate this Agreement at any time during the Term of this Agreement, without any compensation to Contractor, if JETRO determines that any information or material has been, or is about to be, obtained in an improper manner, or in violation of any rights of third party, by the Contractor in providing the Services under this Agreement.

## **10. Assignment and Delegation**

Neither party may assign its rights or delegate its duties under this Agreement without the express written prior consent of the other party.

## **11. Relationship Between JETRO and Contractor**

11.1 Contractor is an independent contractor, and none of its employees, agents, or representatives shall be considered an employee of JETRO.

11.2 Nothing contained in this Agreement shall be deemed or interpreted to constitute the Contractor as a partner, agent or employee of JETRO, nor shall either party have any authority to bind the other.

**12. Indemnification**

JETRO shall indemnify, and hold harmless, Contractor, its directors, employees and agents from and against any claims, damages, losses, liabilities, penalties, costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred or caused to Contractor by reason of any actual or alleged breach by JETRO or arising out of the release of materials previously reviewed and approved by JETRO.

The Contractor shall indemnify, and hold harmless, JETRO, its directors, employees and agents from and against any claims, damages, losses, liabilities, penalties, costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred or caused to JETRO by reason of any breach by Contractor of its obligations under this Agreement and from any negligent acts taken by the Contractor pursuant to this Agreement.

**13. Confidentiality**

13.1 All written and oral communications between JETRO and the Contractor, including this Agreement, shall be kept confidential and shall not be disclosed to any other party unless prior written permission is given by JETRO, except in fulfilling the requirements of FARA under section 7.

13.2 Contractor shall not disclose or use, either during or after the Term, any proprietary or confidential information of JETRO without JETRO's prior written permission except to the extent necessary to perform the Services on JETRO's behalf.

13.3 Proprietary or confidential information shall include, without limitation, the written, printed, graphic or electronically recorded materials of any contents furnished by JETRO for Contractor to use.

13.4 Contractor shall not be restricted in using any material which is publicly available, already in Contractor's possession or known to Contractor without restriction or which is rightfully obtained by Contractor from sources other than JETRO.

13.5 This confidentiality obligation shall survive the expiration or cancellation of this Agreement.

**14. Public Disclosure of the Agreement**

The existence and content of this Agreement shall not be treated confidential. JETRO may disclose for public inspection any and all part of this Agreement.

**15. Complete Agreement**

It is agreed between the parties that there are no other agreements or understanding between them relating the subject matter of this Agreement. This Agreement supersedes all prior

agreements, oral or written, between the parties and is intended as a complete and exclusive statement of the agreement between JETRO and Contractor. No change or modification of this Agreement shall be valid unless the same be written and signed by authorized representatives of both parties.

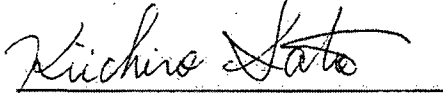
**16. Dispute Settlement**

If any issues arise in connection with this Agreement, the parties shall endeavor to resolve them amicably and shall refrain from taking any unilateral action (legal or otherwise).

**17. Governing Law**

This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

For JETRO New York:



Name: Kiichiro Sato

Title: President

For Contractor:



Name: Michael Gould

Title: President